

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

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COLONIAL MEDICAL MANAGEMENT  
CORP

CASE NUMBER 17-06925-BKT

DEBTOR(S)

CHAPTER 11

**Response to Objection to Claim by Debtor**

**TO THE HONORABLE COURT:**

NOW COMES SABIAMED, Claimant in the above captioned case, through the undersigned counsel very respectfully alleges and requests:

1. Debtor filed an objection to claim on September 17, 2018 on Claim number 8 filed by SABIAMED.
2. The basis for the objection is a single conclusory statement which is reproduced below:

Debtors object the claim because SABIAMED did not comply with the terms of the service contract. The system, including the use and licenses to implement the electronic medical record systems never worked even all the requests and claims by Debtor.

3. The objection of the claim filed by Debtor, on its face, has not presented enough evidence to overcome Claimant's *prima facie* evidence of validity as illustrated by the Federal Rules of Bankruptcy Procedure.
4. In accordance to Rule 3001 of the Federal Rules of Bankruptcy Procedure, Correctly filed proofs of claim "constitute *prima facie* evidence of the validity and amount of the claim."
5. To overcome this *prima facie* evidence, an objecting party must come forth with evidence which, if believed, would refute at least one of the allegations essential to the claim." See *Sherman v. Novak (In re Reilly)*, 245 B.R. 768, 773 (2d Cir. B.A.P. 2000).
6. If the objector does not "introduce [...] evidence as to the invalidity of the claim [...], the claimant need offer no further proof of the merits of the claim." 4 COLLIER ON BANKRUPTCY ¶ 502.02 (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2014).
7. The Bankruptcy Code provides that claims may be disallowed if "unenforceable against the debtor and property of the debtor, under any agreement or applicable law." See 11

U.S.C. § 502(b)(1). (our emphasis)

8. To determine whether a claim is allowable by law, bankruptcy courts look to "applicable nonbankruptcy law."
9. Claim number 8 filed by SABIAMED meets all the requirements set forth in Rule 3001 of the Federal Rules of Bankruptcy Procedure to constitute *prima facie* evidence of the validity and amount of the claim having provided a certified breakdown of the claim amount and having also included the basis for the claim, the contractual agreement between Debtor and SABIAMED.
10. Debtor's single conclusory statement without any other corroborating evidence of its assertion does not overcome the *prima facie* validity of the Proof of Claim.
11. Furthermore, Debtor's allegation is wholly incorrect as SABIAMED did comply with the Agreement between the parties.
12. Contracts in Puerto Rico are governed by the Civil Code of Puerto Rico. Article 1044 of the PR Civil Code provides: "[o]bligations arising from contracts have legal force between the contracting parties, and must be fulfilled in accordance with their stipulations." P.R. Laws Ann. Tit. 31 § 2994. Article 1207 of the PR Civil Code establishes: "[t]he contracting parties may make the agreement and establish the clauses and conditions which they may deem advisable, provided they are not in contravention of law, morals, or public order." P.R. Laws Ann. Tit. 31, § 3372.
13. With respect to the products, services offered contracted and provided to Colonial Medical Management Corporation (COMEDCO) the following modules were installed: ClinNet Emergency Room; ClinNet Electronic Medical Record; ClinNet Laboratory; ClinNet Radiology; ClinNet Registration ER and OPD; ClinNet Billing. Also, Sabiamed installed, configured and performed tests on the infrastructure of the COMs on the server, from the database (SQL) on the server and created the users on the Domain (COMEDCO).The above was put into operation on June 3, 2013. Sabiamed also provided technical support at the facility during the implementation of the program from June 3, 2013 to June 7, 2013 and after the implementation, Sabiamed offered support and technical support 24/7 via telephone or email HelpStar. **See Attachment #1 – Unsworn Statement.**
14. Therefore, Sabiamed provided the products acquired by Debtor and rendered all services required under the Agreement. Sabiamed has also complied with Debtor's service requests

as shown by attached call log. See Attachment #2.

15. Comedco never informed Sabiamed of any circumstance that would constitute a material breach under the Agreement. Therefore, SABIAMED complied with all the terms of the Agreement between the parties and Debtor did not allege any action that would have constituted a material breach of the contract. Consequently, Debtor's objection to Claim number 8 should be denied on its face as well as on the merits.

**WHEREFORE** Claimant requests from this Honorable Court to deny Debtor's Objection to Claim number 8, with such relief which is just and proper.

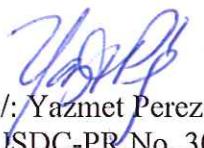
**RESPECTFULLY SUBMITTED**

In Caguas, Puerto Rico on this Wednesday, October 17, 2018.

**Notice**

Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the clerk's office of the United States Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless:(i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the court, the interest of justice requires otherwise.

**I HEREBY CERTIFY** that the foregoing motion has been electronically filed through CM/ECF electronic filing system which will serve the same to all parties in interest.



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**Statement under Penalty of Perjury**

I, Engels Sosa Ventura, of legal age, Practice Manager of Sabiamed Corporation, under penalty of perjury under Federal law declare as follows:

1. I am of the personal circumstances described above.
2. That on May 3<sup>rd</sup>, 2012, Sabiamed Corporation and Colonial Medical Management Corporation ("COMEDCO") engaged in the agreement included in the Proof of Claim, Case No. 17-06925BKT.
3. I hereby certify in relation to the products, services offered contracted and provided to Colonial Medical Management Corporation (COMEDCO) that:
  - (1) The following modules were installed: ClinNet Emergency Room; ClinNet Electronic Medical Record; ClinNet Laboratory; ClinNet Radiology; ClinNet Registration ER and OPD; ClinNet Billing.
  - (2) Sabiamed installed, configured and performed tests on the infrastructure of the COMs on the server, from the database (SQL) on the server and created the users on the Domain (COMEDCO).
  - (3) The above was put into operation on June 3, 2013.
  - (4) Sabiamed also provided technical support at the facility during the implementation from June 3, 2013 to June 7, 2013.
  - (5) After the implementation, Sabiamed offered support and technical support 24/7 via telephone or email HelpStar.
4. Therefore, Sabiamed provided the products acquired by Debtor and rendered all services required under the Agreement.
5. Sabiamed has also complied with all of Debtor's service requests as shown by attached call log.
6. Comedco never informed Sabiamed of any circumstance that would constitute a material breach under the Agreement.
7. Therefore, Sabiamed complied with all the terms of the Agreement between the parties and Debtor. The debtor owes the amounts certified in the proof of claim.

In witness thereof, I provide this declaration under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief and sign this statement under penalty of perjury.

In Caguas, Puerto Rico, on October 17, 2018,

A handwritten signature in blue ink, appearing to read "Engels Sosa Ventura".

Engels Sosa Ventura

117925	Instalacion	Dispatch	Lindi Chaparro	CDT Añasco	Salud	Closed	09/17/2012 11:18 PM
117926	llevase computadoras	Dispatch	Lindi Chaparro	CDT Añasco	Salud	Closed	09/17/2012 11:20 PM
135284	Solicitud Activacion	Inbox\Carlos Vaca	David Alcea	CDT Añasco	Billing	Closed	05/23/2013 1:15 PM
136174	[OnCall] Situacion CDT Añasco	Inbox\Josue Sanchez Sanchez	Peter Hernandez	CDT Añasco	System Wide Problem	Closed	06/09/2013 10:59 AM
136236	CDT AÑASCO Cambios en UB-04	Dispatch	Elvin Santiago	CDT Añasco	Billing	Closed	06/10/2013 1:46 PM
136234	CDT AÑASCO Cambios en forma crme1500	Inbox\Farmith Frachetti	Elvin Santiago	CDT Añasco	Billing	Closed	06/10/2013 1:59 PM
136257	facturacion secundaria añasco	Dispatch	Erving Santiago	CDT Añasco	Billing	Closed	06/10/2013 4:41 PM
136635	Climat frijado	Dispatch	Peter Hernandez	CDT Añasco	Emergency Room	Closed	06/17/2013 1:51 PM
136711	CDTAÑASCO - Trabajo	Inbox\Ana Claribel Quiroz	Bethsaida Ruiz	CDT Añasco	Emergency Room	Closed	06/18/2013 11:32 AM
136737	Reporta que se fué la luz y al volver se bloquio la computadora y no se saben el password .	Dispatch	Anidel Cortes	CDT Añasco	Emergency Room	Closed	06/18/2013 3:42 PM
137838	CDT AÑASCO Reportes	Inbox\Josue Sanchez Sanchez	José A. Vargas (Añasco)	CDT Añasco	Laboratory	Closed	07/07/2013 4:33 PM
139527	Llamada Oncall CDT Añasco	Inbox\Armando Gonzalez	Bethsaida Ruiz	CDT Añasco	Emergency Room	Closed	08/03/2013 11:04 AM
140374	CDT AÑASCO Reporte Compromisos de pago CDT AÑASCO	Inbox\Ana Claribel Quiroz	Brenda Duran	CDT Añasco	Billing	Closed	08/16/2013 8:17 AM
140411	CDT AÑASCO Activaciones CDT AÑASCO	Inbox\Carlos Vaca	David Alcea	CDT Añasco	Billing	Closed	08/16/2013 1:55 PM
140454	CDT Añasco - Cuando se aplica el descuento para los balance	Inbox\Jose Melendez	Elvin Santiago	CDT Añasco	Billing	Closed	08/19/2013 8:05 AM
140535	CDT Añasco Activacion International	Inbox\Carlos Vaca	David Alcea	CDT Añasco	Billing	Closed	08/19/2013 8:25 PM
140537	CDT Añasco Activacion Reforma SSS	Inbox\Carlos Vaca	David Alcea	CDT Añasco	Billing	Closed	08/19/2013 8:27 PM
140538	CDT Añasco Activacion Program	Inbox\Ana Claribel Quiroz	David Alcea	CDT Añasco	Billing	Closed	08/19/2013 8:31 PM
140539	CDT Añasco Activacion MCS Comercial	Inbox\Ana Claribel Quiroz	David Alcea	CDT Añasco	Billing	Closed	08/19/2013 8:34 PM
140540	CDT Añasco Activacion Cigna Preferred	Inbox\Ana Claribel Quiroz	David Alcea	CDT Añasco	Billing	Closed	08/19/2013 8:36 PM
140820	CDT Añasco Activacion varios seguros	Waiting Customer Information	Elvin Santiago	CDT Añasco	Billing	Closed	08/22/2013 3:51 PM
140856	Inactivar tarifa International RV- Interpretacion Seguro 26 EGY	Inbox\Carlos Vaca	Elvin Santiago	CDT Añasco	Billing	Closed	08/23/2013 10:54 AM
140859	Llamada Oncall CDT Añasco	Inbox\Armando Gonzalez	Brenda Duran	CDT Añasco	User Maintenance	Closed	08/24/2013 11:56 PM
140900	Llamada oncall CDT Añasco	Inbox\Armando Gonzalez	Anidel Cortes	CDT Añasco	Laboratory	Closed	08/25/2013 7:35 AM
141153	CDT Añasco carta autorizacion - Imagenza pantallas	Manher Canino - Dav	David Alcea	CDT Añasco	Serv.Roc. - Software	Closed	08/28/2013 2:17 PM
145160	No corrio billing CDT Añasco	Inbox\Carlos Vaca	David Alcea	CDT Añasco	Billing	Closed	10/23/2013 12:44 PM
145452	Aadir Opciones	Inbox\Ana Claribel Quiroz	Erving Santiago	CDT Añasco	User Maintenance	Closed	10/28/2013 11:46 AM
145453	Dafinir como requerido el tipo de Registro en Pantalla Man de Registro	Inbox\Ana Claribel Quiroz	Erving Santiago	CDT Añasco	Billing	Closed	10/28/2013 11:48 AM
145728	Instalar elimin PCT CDT Añasco	Inbox\Ana Claribel Quiroz	Brenda Duran	CDT Añasco	Emergency Room	Closed	10/31/2013 3:11 PM
155412	Forma 1500 02-2 CDT Añasco	Pending Software Upgrades	Anidel Cortes	CDT Añasco	Sabianmed Internal	Closed	04/01/2014 3:54 PM